

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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FRANK RECRUITMENT GROUP INC.,

Plaintiff,

19-cv-10752 (PKC)

-against-

ORDER

IT GURUS OF ATLANTA,

Defendant.
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CASTEL, U.S.D.J.

Plaintiff Frank Recruitment Group Inc. (“FRG”) moves for the entry of default judgment against IT Gurus of Atlanta (“ITG”). It seeks a total award of \$379,663.60, reflecting \$338,208.85 in damages, \$11,015.96 in attorneys’ fees and \$30,438.79 in prejudgment interest. For the reasons that will be explained, FRG’s motion is granted.

This action was filed on November 20, 2019. (Docket # 1.) The Complaint asserts breach of contract and related claims arising from ITG’s alleged failure to pay FRG for its performance of professional-recruiting services. (*Id.*) The underlying agreement provided that ITG was to pay FRG at an hourly rate and would pay all invoices within 30 days of receipt. (Agrmt. §§ 4.1, 5.1.) ITG alleges that it performed under the agreement and that ITG failed to remit payment. (Compl’t ¶¶ 36-38.) Subject matter jurisdiction is based on diversity of citizenship. (Compl’t ¶¶ 9-11.)

An affidavit of service states that process was personally served on Andre Moulton at ITG’s business address on January 27, 2020. (Docket # 12.) The parties’ agreement identifies Moulton as the CEO of ITG. (Docket # 27-3 at 8.) ITG has not answered or appeared. The Clerk of Court issued a Certificate of Default on March 24, 2020. (Docket # 23.) FRG

moved for entry of default judgment on May 8, 2020, and ITG has not responded or otherwise communicated with the Court.

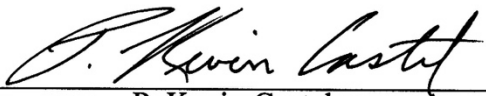
The Complaint seeks \$338,208.85 in damages, plus interest, costs and attorneys' fees. (Compl't ¶ 31.) An invoice documents FRG's claimed damages, including line entries for candidates recruited by FRG and the related fees charged to ITG. (Krauss Dec. Ex. 4.) The underlying agreement also provides for the payment of attorneys' fees to FRG in the event that it retains an attorney for the purpose of enforcing the parties' agreement. (Agrmt. § 5.1.) FRG seeks an award of attorneys' fees and costs totaling \$11,015.96 for approximately 35 hours of attorney and paralegal time. The attorneys' hourly rates are \$325 and the paralegals' hourly rates range from \$240 to \$280. (Krauss Dec. ¶¶ 42, 46.) FRG does not seek reimbursement for partner hours worked on the case. (Krauss Dec. ¶ 42.) FRG's motion annexes attorney time entries and law firm invoices sent to FRG. (Krauss Dec. Ex. 5.) The attorneys' hourly rates are reasonable, as is the amount of time billed to this matter.

FRG also seeks prejudgment interest. The parties' agreement provides that FRG may charge interest "at the rate of the higher of (i) the highest rate permitted by applicable law and (ii) one and one half percent (1.5% per month)." (Agrmt. § 5.1.) FRG seeks simple interest at the annual rate of 9%. As of May 8, 2020, FRG calculates that it is entitled to \$30,438.79, with daily interest continuing to accrue at a rate of \$83.39. (Krauss Dec. ¶ 50.) Between May 8 and May 28, 2020, the amount of additional, aggregate interest totals \$1,667.80.

The Court concludes that FRG has demonstrated its entitlement to entry of a default judgment, and has demonstrated its entitlement to damages, attorneys' fees and prejudgment interest.

FRG's motion is therefore GRANTED. The Clerk is directed to enter judgment in favor of the plaintiff in a total amount of \$381,331.40, reflecting \$338,208.85 in damages, \$11,015.96 in attorneys' fees and \$32,106.59 in prejudgment interest.

SO ORDERED.



P. Kevin Castel
United States District Judge

Dated: New York, New York
May 28, 2020